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Attorneys for Trans Union LLC  
(Erroneously sued as TRANSUNION)

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION**

MOHAMED ABOUELHASSAN,

Plaintiff,

vs.

CHASE BANK, EXPERIAN,  
EQUIFAX CREDIT INFORMATION  
SERVICES, Inc, TRANSUNION, DOE  
I, aka "B-Line", inclusive,

Defendants.

Case No. 5:05-cv-03951-JF

[Assigned to The Honorable  
Jeremy Fogel]

Complaint Filed: June 27, 2007

**NOTICE OF APPEARANCE AND  
STATE COURT ANSWER OF  
DEFENDANT TRANS UNION LLC**

**PLEASE TAKE NOTICE THAT** Defendant Trans Union LLC,  
having joined in the removal of Plaintiff's action to this Court, files the attached  
Answer, which had been previously filed in the State Court, prior to the removal.

DATED: August 16, 2007

MUSICK, PEELER & GARRETT LLP

By: 

Donald E. Bradley  
Attorneys for Trans Union LLC  
(Erroneously sued as TRANSUNION)

**CERTIFICATE OF SERVICE**

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within entitled action; my business address is 650 Town Center Drive, Suite 1200, Costa Mesa, California 92626-1925.


On August 16, 2007, I served the foregoing document(s) described as **NOTICE OF APPEARANCE AND STATE COURT ANSWER OF DEFENDANT TRANS UNION LLC** on the interested parties in this action as follows:

**See Attached List**

- ☐ **BY PERSONAL DELIVERY.** I delivered such envelope by hand to the offices of the addressee.
- ☐ **BY MAIL.** I caused such envelope with postage thereon fully prepaid to be placed in the U.S. Mail at Costa Mesa, California. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Costa Mesa, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **BY FACSIMILE TRANSMISSION.** I caused such document to be transmitted to the addressee(s) facsimile number(s) noted herein. I caused the machine to print a transmission record of the transmission. No errors were reported.
- ☐ **BY FEDERAL EXPRESS.** I caused such envelope to be deposited at the Federal Express office at Costa Mesa, California for guaranteed one/two day delivery with delivery charges prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for delivery by Federal Express delivery service. Under that practice, it would be deposited with the delivery service on that same day with delivery charges thereon fully prepaid at Costa Mesa, California in the ordinary course of business for delivery to the addressee.
- ☒ **BY ECF.** I caused such documents to be e-filed with the Court which were then served via the ECF filing system.

Executed on August 16, 2007, at Costa Mesa, California.

- ☒ **(Federal)** I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

  
Karen S. Reisner

**SERVICE LIST**

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Attorneys for Trans Union LLC  
(Erroneously sued as TRANSUNION)

AUG -2 07

J. TORRE  
CLERK OF COURT  
FOR COURT OF CA  
OF SANTA CLARA  
J. Zenzen

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA CLARA**

MOHAMED ABOUEHASSAN,

Plaintiff,

vs.

CHASE BANK, EXPERIAN, EQUIFAX  
CREDIT INFORMATION SERVICES, Inc,  
TRANSUNION, DOE 1, aka "B-Line",  
inclusive,

Defendants.

Case No. 107CV 088860

[Assigned to The Honorable Joseph Huber,  
Dept. 8]

Complaint Filed: June 27, 2007

**ANSWER AND AFFIRMATIVE  
DEFENSES OF TRANS UNION LLC  
TO COMPLAINT**

Defendant Trans Union, LLC, for itself and no other, by and through its attorneys,  
Musick Peeler & Garrett LLP, hereby answers the captioned Complaint as follows:

**GENERAL DENIAL**

1. Pursuant to the provisions of California Code of Civil Procedure § 431.30(d),  
Trans Union denies generally and specifically all of the allegations contained in the captioned  
Complaint, and each and every alleged cause of action alleged against Trans Union, and further  
denies that Plaintiff was damaged or injured in any sum, or at all, by reason of any act, or omission  
to act, or any other conduct on the part of Trans Union, or any of its agents or employees.

**AFFIRMATIVE DEFENSES**

**FIRST DEFENSE**

1. Plaintiff has failed to state a claim against Trans Union upon which relief

1 may be granted.

2 **SECOND DEFENSE**

3 2. On information and belief, Trans Union alleges that any purported damages  
4 to Plaintiff, which Trans Union continues to deny, are the result of the acts or omissions of third  
5 parties over whom Trans Union has neither control nor responsibility.

6 **THIRD DEFENSE**

7 3. Some or all of Plaintiff's claims against Trans Union are barred by applicable  
8 statutes of limitations, including, but not limited to, 15 U.S.C. §1681p and Civil Code Section  
9 1785.33.

10 **FOURTH DEFENSE**

11 4. Trans Union has complied with the provisions of the FCRA, 15 U.S.C.  
12 §§1681a-x and the California Consumer Credit Reporting Agencies Act ("CCCRAA"), Civ. Code  
13 §§1785.1 and 1785.36, in its handling of Plaintiff's credit file, and is entitled to each and every  
14 defense afforded to it by those Acts.

15 **FIFTH DEFENSE**

16 5. Plaintiff, though under a duty to do so, has failed and neglected to reasonably  
17 mitigate her alleged damages and, therefore, cannot recover against Trans Union, whether as  
18 alleged, or otherwise.

19 **SIXTH DEFENSE**

20 6. Without admitting that it has the burden of proof on the issue, Trans Union  
21 alleges that at all times relevant to the Complaint, it followed reasonable procedures to assure the  
22 maximum possible accuracy of the information contained in Plaintiff's Trans Union credit reports.

23 **SEVENTH DEFENSE**

24 7. At all times relevant to the Complaint, Trans Union conducted proper  
25 reinvestigation procedures concerning Plaintiff in preparing consumer reports related to Plaintiff.

26 **EIGHTH DEFENSE**

27 8. Any credit report or other information released by Trans Union to a third  
28 party concerning Plaintiff was done with Plaintiff's explicit or implicit consent.

**NINTH DEFENSE**

9. Trans Union is informed and believes, and thereon alleges, that any purported damages sustained by Plaintiff, were, in whole or in part, caused by her own actions and resulted from Plaintiff's own negligence, equal to or exceeding any alleged wrongdoing by Trans Union.

**TENTH DEFENSE**

10. Trans Union is informed and believes, and thereon alleges, that Plaintiff's Complaint is barred by the doctrine of Unclean Hands.

**ELEVENTH DEFENSE**

11. Trans Union is informed and believes, and thereon alleges, that some or all of Plaintiff's claims are barred by res judicata.

**TWELFTH DEFENSE**

12. Trans Union is informed and believes, and thereon alleges, that some or all of Plaintiff's claims are barred by collateral estoppel.

**THIRTEENTH DEFENSE**

13. Plaintiff's Complaint is barred by the privileges contained in 15 U.S.C. §1681h(e), and Civil Code §§1785.32 and 47.

**FOURTEENTH DEFENSE**

14. Trans Union reserves the right to assert additional defenses that it may learn of through the course of discovery.

**PRAYER**

WHEREFORE, Defendant Trans Union LLC prays as follows:

1. That Plaintiff take nothing by reason of his Complaint;
2. That the Complaint be dismissed in its entirety as to Trans Union;
3. That Trans Union be awarded its costs of suit and reasonable attorneys' fees incurred herein; and
4. For such other and further relief as this Court may deem just and proper.

1 DATED: August 1, 2007

MUSICK, PEELER & GARRETT LLP

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3 By: Donald E. Bradley  
4 Donald E. Bradley  
Attorneys for Trans Union LLC

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**PROOF OF SERVICE**

STATE OF CALIFORNIA  
COUNTY OF ORANGE

AUG -2 07

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within entitled action; my business address is 650 Town Center Drive, Suite 1200, Costa Mesa, California 92626-1925.

On August 1, 2007, I served the foregoing document(s) described as **ANSWER AND AFFIRMATIVE DEFENSES OF TRANS UNION LLC TO COMPLAINT** on the interested parties in this action by placing a copy thereof enclosed in a sealed envelope addressed as follows:  
**See Attached List**

☐ **BY PERSONAL DELIVERY.** I delivered such envelope by hand to the offices of the addressee.

☒ **BY MAIL.** I caused such envelope with postage thereon fully prepaid to be placed in the U.S. Mail at Costa Mesa, California. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Costa Mesa, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

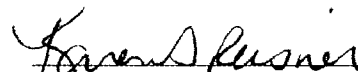
☐ **BY FACSIMILE TRANSMISSION.** I caused such document to be transmitted to the addressee(s) facsimile number(s) noted herein. The facsimile machine used complies with Rule 2003 and no error was reported by the machine. Pursuant to Rule 2008(e), I caused the machine to print a transmission record of the transmission, a copy of which is attached to this declaration.

☐ **BY FEDERAL EXPRESS.** I caused such envelope to be deposited at the Federal Express office at Costa Mesa, California for guaranteed one/two day delivery with delivery charges prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for delivery by Federal Express delivery service. Under that practice, it would be deposited with the delivery service on that same day with delivery charges thereon fully prepaid at Costa Mesa, California in the ordinary course of business for delivery to the addressee.

Executed on August 1, 2007, at Costa Mesa, California.

☒ **(State)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ **(Federal)** I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

  
Karen S. Reisner



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